



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Awarding Contract for Asphalt Rubber Cape Seal, Various Streets, 2008 to International Surfacing Systems, of Modesto (\$1,059,660)

**MEETING DATE:** July 2, 2008

**PREPARED BY** Public Works Director

**RECOMMENDED ACTION:** Adopt a resolution awarding the contract for the Asphalt Rubber Cape Seal, Various Streets, 2008 project to International Surfacing Systems, of Modesto, in the amount of \$1,059,659.50.

**BACKGROUND INFORMATION:** This project includes the application of an asphalt rubber cape seal on various City streets. The streets were identified through the City's Pavement Management System based on the condition of the street pavement and the traffic load. The attached exhibits show the streets that will receive the cape seal.

The Asphalt Rubber Cape Seal, Various Streets, 2008 project consists of the rehabilitation and resurfacing of various City streets with a layer of asphalt rubberized chip seal followed by a layer of slurry seal on top. The combination of the asphalt rubberized chip seal and the slurry is commonly known as a cape seal. An asphalt rubberized cape seal provides a cost-effective alternative to a more costly asphalt overlay to extend the life and rehabilitate deteriorated roads and streets within the City. This new method of pavement rehabilitation has been used the past two years in Lodi, and staff would like to continue using it as another method of maximizing limited street maintenance resources.

There will be temporary street closures on the day of the asphalt rubberized chip seal and again, approximately one week later, on the day of the slurry seal. Immediately after the placement of the asphalt rubberized chip seal, the contractor will use rollers to seat the chips into the asphalt oil. The contractor will then provide a minimum of three sweepings to pick up the loose chips. Two days after the placement of the chip seal (but no more than seven days later) the contractor will again close the street for the slurry seal. The contractor will work with our Street Division in providing advance notification to the public regarding the dates and times of these temporary closures. Residents, businesses, and schools in the area will receive a notice two weeks prior to the chip seal work and a door hanger will be distributed 48 hours before the contractor starts work on each street.

The Public Works Department has also applied for a rubberized asphalt concrete chip seal grant from the California Integrated Waste Management Board. If this grant application is approved, the City will receive \$134,875 to offset a portion of the project costs.

Plans and specifications for this project were approved on May 21, 2008. The City received the following two bids for this project on June 18, 2008.

APPROVED:   
Blair King, City Manager


Bidder	Location	Bid
Engineer's Estimate		\$ 934,734.50
International Surfacing Systems	Modesto	\$1,059,659.50
Manhole Adjusting, Inc.	Pico Rivera	\$1,332,915.00

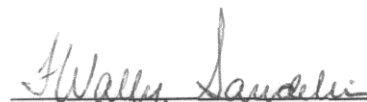
The bid received from International Surfacing Systems is compliant with the City's plans and specifications, the bidder possesses the required valid contractor's license, and the bid is in-line with the estimate. The difference between the Engineer's Estimate and the bid from International Surfacing Systems is mainly due to the cost of oil and its recent increase in price. A bid summary is attached.

The difference between the contract and the project estimate *includes* funds for materials testing and an allowance for contingencies arising from unforeseen changes in the work.

**FISCAL IMPACT:** The money for this project will be coming from Proposition 42 Funds. By investing in the recommended overlay project, significant capital dollars will be saved by extending the useful life of the pavement and foregoing more costly rehabilitation.

<b>FUNDING AVAILABLE:</b>	Proposition 42 Funds	\$1,035,125.00
	Ca. Integrated Waste Management Board Grant	\$ 134,875.00
	Project Estimate	\$1,170,000.00

  
Kirk Evans, Budget Manager

  
F. Wally Sandelin  
Public Works Director

Prepared by Wesley K. Fujitani, Senior Civil Engineer

FWS/WKF/pmf

**Attachments**

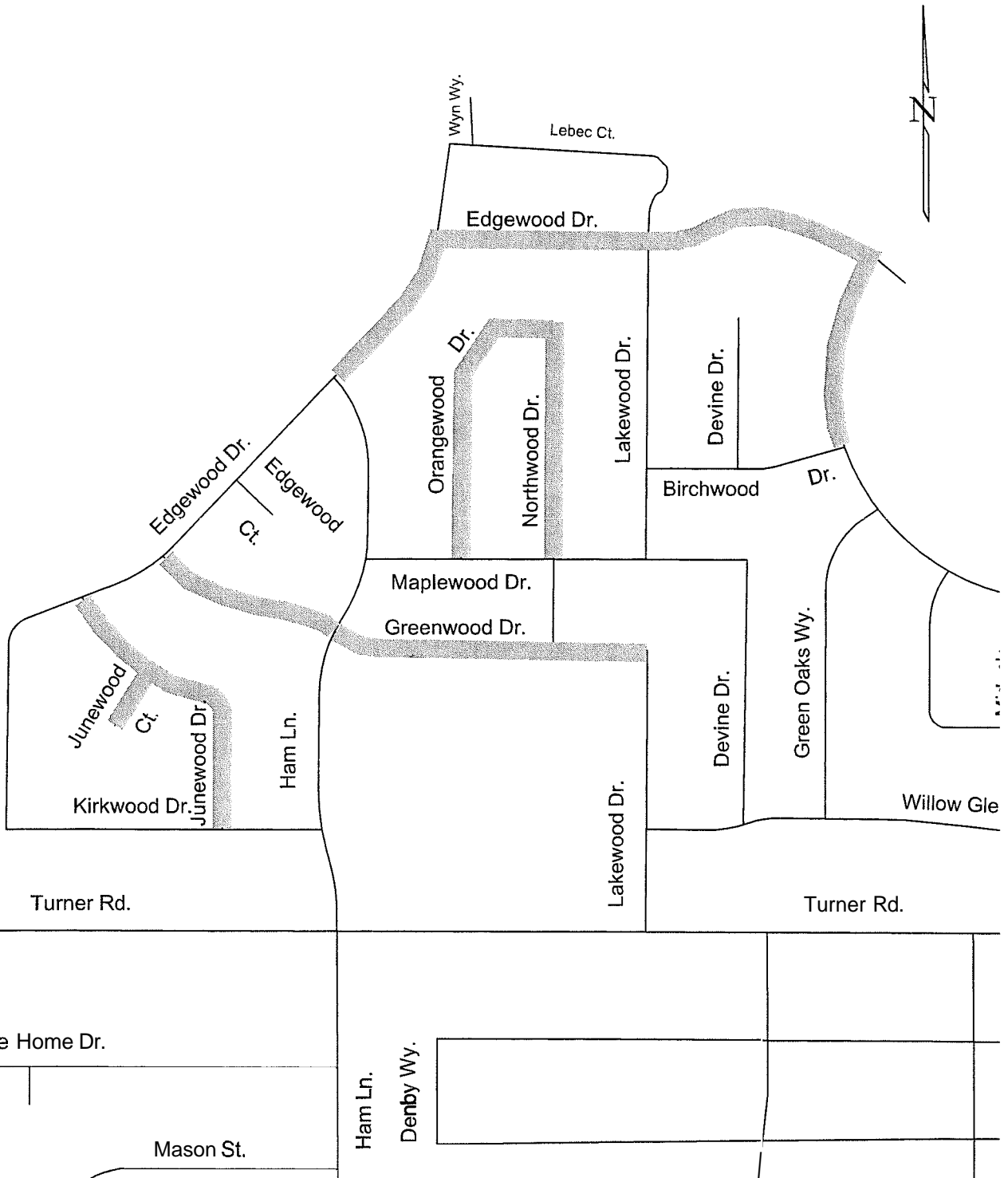
**cc:** City Attorney  
Purchasing Officer  
Streets and Drainage Manager  
Management Analyst



# CITY OF LODI

PUBLIC WORKS DEPARTMENT

## CAPE SEAL AREA 1 WILLOW GLEN AREA

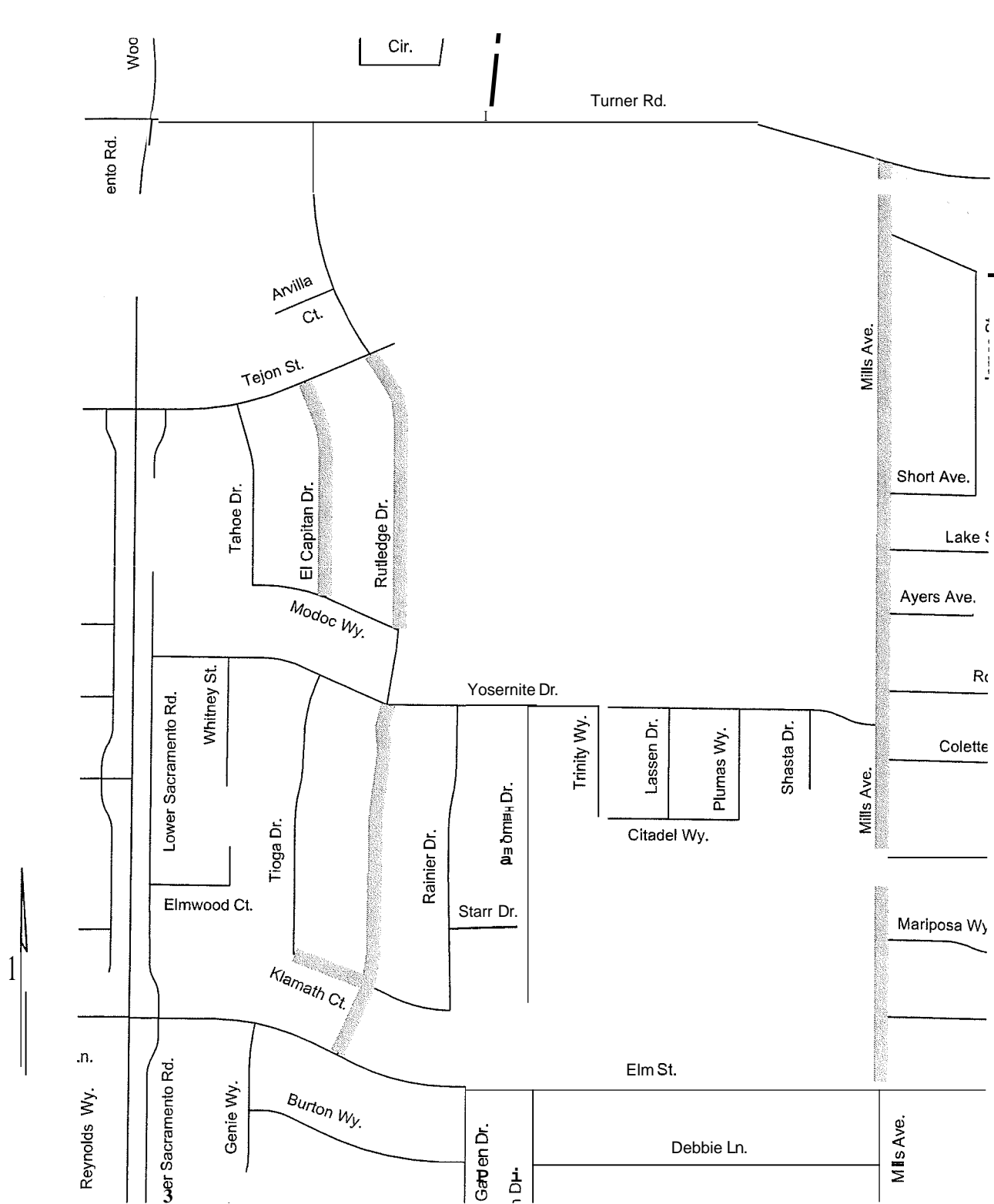




# CITY OF LODI

PUBLIC WORKS DEPARTMENT

## CAPE SEAL AREA 2 MILLS, RUTLEDGE EL CAPITAN, KLAMATH

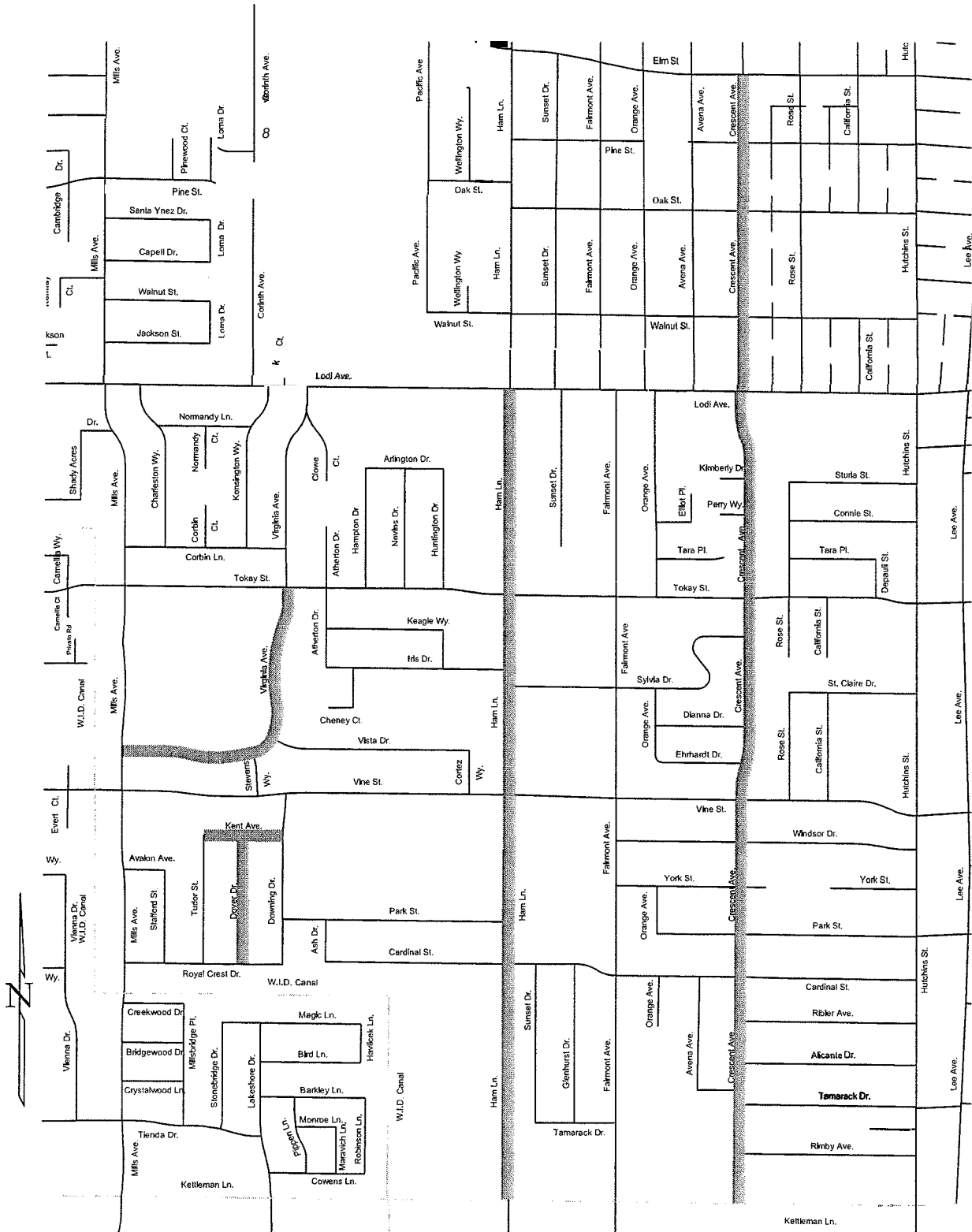




# CITY OF LODI

PUBLIC WORKS DEPARTMENT

## CAPE SEAL AREA 3 CRESCENT, HAM, KENT DOVER, VIRGINIA



**CITY OF LODI**  
**Public Works Department**  
**Tabulation of bids received: June 18 2008**  
**PROJECT: ASPHALT RUBBER CAPE SEAL**  
**VARIOUS STREETS, 2008**

			Engineer's Estimate		International Surfacing Systems Modesto		Manhole Adjusting Contractors, Inc Pico Rivera	
Item	Description	Qty	Unit	Price	Total	Price	Total	
1	Traffic Control	1	LS	25,000.00	\$25,000.00	\$32,513.00	\$32,513.00	\$40,800.00
2	Construction Notification	1	LS	12,000.00	\$12,000.00	7,950.00	\$7,950.00	\$10,000.00
3	Thermoplastic Striping and Legends	1	LS	70,000.00	\$70,000.00	83,454.00	\$83,454.00	\$62,500.00
4	Pavement Markers	1	LS	5,000.00	\$5,000.00	10500.00	\$10,500.00	\$5,740.00
5	Rubberized Chip Seal	134,875	SY	4.50	\$606,937.50	5.10	\$687,862.50	\$890,175.00
6	Slurry Seal	134,875	SY	1.60	\$215,800.00	1.76	\$237,380.00	\$323,700.00
	TOTAL				\$934,737.50		\$1,059,659.50	\$1,332,915.00
<b>OPTIONAL BID ITEM</b>								
	Slurry Seal on Saturday		1 LS	5,000.00	5,000.00	3,675.00	3,675.00	10,000.00

**ASPHALT RUBBER CAPE SEAL  
VARIOUS STREETS, 2008**

**CONTRACT**

---

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and INTERNATIONAL SURFACING SYSTEMS, herein referred to as the "Contractor."

**WITNESSETH**

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

Notice Inviting Bids	The July 1992 Edition,
Information to Bidders	Standard Specifications,
General Provisions	State of California,
Special Provisions	Business and Transportation Agency,
Bid Proposal	Department of Transportation
Contract	
Contract Bonds	
Plans	

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5-600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time,

and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

Perform the work necessary to rehabilitate and resurface approximately 135,000 square yards of various City streets with a layer of an asphalt rubberized chip seal followed by a layer of slurry seal on top and other incidental and related work, all shown on the plans and specifications for "Asphalt Rubber Cape Seal, Various Streets, 2008".

<u>CONTRACT ITEMS</u>					
ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
1.	Traffic Control	LS	1	\$ 32,513.00	\$32,513.00
2.	Construction Notification	LS	1	\$ 7,950.00	\$ 7,950.00
3.	Thermoplastic Striping and Legends	LS	1	\$ 83,454.00	\$83,454.00
4.	Pavement Markers	LS	1	\$ 10,500.00	\$10,500.00
5.	Rubberized Chip Seal	SY	134,875	\$ 5.10	\$687,862.50
6.	Slurry Seal	SY	134.875	\$ 1.76	\$237,380.00
TOTAL					\$1,059,659.50

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.



ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or materials not mentioned specifically **as** being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the Mayor has executed the contract and to diligently prosecute to completion within 25 WORKING DAYS.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto **set** their hands the year and date written below.

CONTRACTOR:

CITY OF LODI

\_\_\_\_\_  
By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_ Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Title

\_\_\_\_\_  
City Clerk

(CORPORATE SEAL)

Approved As To Form

\_\_\_\_\_  
D. Stephen Schwabauer  
City Attorney



RESOLUTION NO. 2008-123

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING  
THE CONTRACT FOR ASPHALT RUBBER CAPE SEAL,  
VARIOUS STREETS, 2008 PROJECT

---

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on June 18, 2008, at 11:00 a.m. for the Asphalt Rubber Cape Seal, Various Streets, 2008 project described in the specifications therefore approved by the City Council on May 21, 2008; and

WHEREAS, said bids have been checked and tabulated and a report thereof filed with the City Manager as follows:

**Bidder**

International Surfacing Systems, Modesto, CA  
Manhole Adjusting Contractors, Inc., Pico Rivera, CA

**Bid**

\$1,059,659.50  
\$1,332,915.00

WHEREAS, staff *recommends* awarding the contract for the Asphalt Rubber Cape Seal, Various Streets, 2008 project to the low bidder, International Surfacing Systems, of Modesto, California.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the Asphalt Rubber Cape Seal, Various Streets, 2008 project to the low bidder, International Surfacing Systems, of Modesto, California, in the amount of \$1,059,659.50.

Dated: July 2, 2008

---

I hereby certify that Resolution No. 2008-123 was passed and adopted by the Lodi City Council in a regular meeting held July 2, 2008, by the following votes:

AYES: COUNCIL MEMBERS – Hansen, Johnson, Katzakian, and  
Mayor Mounce

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Hitchcock

ABSTAIN: COUNCIL MEMBERS – None



RANDI JOHL

City Clerk